

IN THE CHANCERY COURT FOR LOUDON COUNTY, TENNESSEE
NINTH JUDICIAL DISTRICT AT LOUDON

STATE OF TENNESSEE, *ex.rel.* PAUL G.
SUMMERS, Attorney General & Reporter,
Plaintiff,

v.

KIMBERLY H. COOK, individually and doing
and doing businessbusiness as LEGAL SERVICES OF EAST
TENNESSEE, and LEGAL SERVICES OF
EAST TENNESSEE, INC., a Tennessee
corporation,

Defendants.

AGREED FINAL JUDGEMENT

Plaintiff, the State of Tennessee, by and through, Paul G. Summers, the Attorney General and Reporter, and the Consumer Protection Claims are at the request of Mark Williams, the Director of the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance (collectively referred to as "Plaintiffs"), and Defendants, Kimberly H. Cook, individually ("Kimberly Cook" or "Cook") and doing business as Legal Services of East Tennessee, Inc., ("Legal Services of East Tennessee"), and Legal Services of East Tennessee, Inc. a Tennessee Corporation (collectively referred to as "Defendants"), as evidenced by their signatures, do consent to the entry of this Judgment and its provisions.

This is an Agreed Final Judgment ("Order") for which execution may issue. This Order only resolves those matters set forth in the State's Complaint. Defendants hereby accept and expressly waive any claims of defect in connection with service of process issued on the Defendants in this cause by the State.

1. DEFINITIONS

As used in this Agreed Final Judgment, the following words or terms shall have the following meanings:

1.1 "Agreed Final Judgment", "Judgment" or "Order" shall refer to this document entitled Agreed Final Judgment in the matter of *State of Tennessee ex rel Paul G. Summers, Attorney General & Reporter v. Kimberly H. Cook, individually and doing business as Legal Services of East Tennessee and Legal Services of East Tennessee, Inc.*

1.2 "Agreed Temporary Injunction" or "Agreed Order Granting Temporary Injunction" shall refer to the Agreed Order Granting Temporary Injunction granted on June 14, 1999 in the matter of *State of Tennessee ex rel Paul G. Summers, Attorney General & Reporter v. Kimberly H. Cook, individually and doing business as Legal Services of East Tennessee and Legal Services of East Tennessee, Inc.*

1.3 "Consumer" means any person, a natural person, individual, governmental agency, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.

1.4 "Division" or "Division of Consumer Affairs" shall refer to the Tennessee Division of consumer Affairs of the Department of Commerce and Insurance.

1.5 "Defendants" shall refer to Kimberly H. Cook, individually and doing business as Legal Services of East Tennessee and Legal Sources of East Tennessee, Inc., and/or any and all officers, owners, employees, agents and representatives of Legal Services of East Tennessee.

1.6 "Plaintiff", "State of Tennessee", "State" or "Attorney General" shall refer to the Office of the Tennessee Attorney General & Reporter or the Office of the Tennessee Attorney General.

1.7 "Tennessee Consumer Protection Act" or "Consumer Act" shall refer to the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. §§ 47-18-101, *et seq.*

1.8 "Tennessee Unauthorized Practice of Law statute" or "UPL Act" shall refer to the statutes relating to the unauthorized practice of law found at Tenn. Code Ann. §§ 23-3-101, *et seq.*

II. JURISDICTION

2.1 Jurisdiction of this Court over the subject matter and over the Defendants for the purpose of entering into and enforcing this Order is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction, modification, or execution of this Order, including the enforcement of compliance therewith and penalties for violation thereof. Defendants agree to pay all court costs and attorneys' fees associated with any successful petitions to enforce any provision of this Order against Defendants.

3. VENUE

3.1 Pursuant to Tenn. Code Ann. § 47-18-107, venue as to all matters between the parties relating hereto or arising out of this Order is solely in the Chancery Court of Loudon County, Tennessee.

4. ADMISSIONS OF DEFENDANTS

4.1 Defendants enter into this Judgment in order to resolve the allegations in the State's Complaint. Defendant, Kimberly Cook admits that she does not now and has not ever possessed a valid License to Practice Law in the State of Tennessee. Defendant, Kimberly Cook further admits that she does not now and has never possessed a valid License to Practice Law from any other state of the United States of America or any other jurisdiction. Defendants admit that they held themselves out to the public as able to provide certain document production services to the public from March of 1999 until April 15, 1999. Lastly, Defendants admit that they were paid to prepare filings for consumers to file with courts within the State of Tennessee.

4.2 Defendants also admit that the use of the name "Legal Services of East Tennessee" could have been deceptive, misleading and unfair and in violation of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. 47-18-101, *et seq.*

V. PERMANENT INJUNCTION

Accordingly, it is hereby agreed by the Defendants that immediately upon the execution of this Order, Defendants Kimberly Cook and Legal Services of East Tennessee, Inc. shall be permanently and forever enjoined and bound from directly or indirectly engaging in the practices set forth herein.

5.1 Defendants shall not engage in the practice of law or law business in the State of Tennessee;

5.2 Defendants shall not engage in any act or practice that violates Tenn. Code Ann. §§ 23-3-101, *et seq.* relating to the unauthorized practice of law;

5.3 Defendants shall not engage in any unfair or deceptive acts or practices in the conduct of their business and shall fully comply with all applicable provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, *et seq.*;

5.4 Defendant Kimberly Cook shall not represent, state, promote, advertise, claim or imply that she can provide "legal services" such as, but not limited to, "divorces," "name changes," "wills," "powers of attorney," "affidavits," "eviction notices," "criminal injuries compensation claims," "Equal Employment Opportunity Commission complaints," "Tennessee Human Rights Commission complaints," "worker's compensation," "deeds" or other services, if Kimberly Cook does not possess a valid license to practice law in the State of Tennessee at the time of offering and providing the services;

5.5 Defendant Legal Services of East Tennessee, Inc. shall not represent, state, promote, advertise, claim or imply that it can provide "legal services" such as, but not limited to, "divorces," "names changes," "wills," "powers of attorney," "affidavits," "eviction notices," "criminal injuries compensation claims," "Equal Employment Opportunity Commission complaints," "Tennessee Human Rights Commission complaints," "worker's compensation," Adeeds@ or other services unless the Defendant employs and attorney who possesses a valid license to practice law in the State of Tennessee to supervise the offering and providing of these services;

5.6 Without limiting the scope of paragraphs 1, 2 and 4, Defendants shall not use the name "Legal Services of East Tennessee" or use any term or phrase of similar import when referring to their business. Without limiting the scope of this provision, Defendants will immediately cease using the name "Legal Services of East Tennessee" And destroy any letterhead, forms, business cards or other documents that use or refer to this name;

5.7 Without limiting the scope of paragraphs 1 and 2, Defendants shall not act as an advocate in a representative capacity for any consumer or person or make or prepare any documents for filing in any court in the State of Tennessee on behalf of any person or business, except as Defendant Kimberly Cook may lawfully represent herself;

5.8 Without limiting the scope of paragraphs 1 and 2, Defendants shall not accept or deposit into their accounts any monies or other valuable consideration from any person for legal document preparation services performed by Defendants. Defendants shall immediately provide any such monies or other valuable consideration received under fee agreements entered into before the entry of this Order to any attorney appointed pursuant to section III of this Order or if an attorney has not been appointed, it shall immediately be applied to payments required by this Order;

5.9 Defendants shall be prohibited from, directly or indirectly, using terms or phrases such as "legal," "law," "legal services," "representation in court by a staff attorney is available for additional fee" or "Not certified as a Civil Trial Specialist by the Tennessee Commission on Continuing Legal Education and Specialization" that would indicate to consumers that the Defendants are providing legal services or acting as an advocate in a representative capacity for any consumer or person, unless Defendant Kimberly Cook is an attorney licensed by the State of Tennessee or unless Defendants employ an attorney who possesses a valid license to practice law in the State of Tennessee to supervise the offering and providing of these services; and

5.10 Defendants shall be required to maintain all documents and records relating to (a) any appearance they made as an advocate in a representative capacity for any consumer or person, (b) any advice or counseling they gave to any consumer or person regarding the law, (c) any document or instrument they prepared for any consumer or person relating to any Tennessee law, (d) any financial records or documents relating to the operation of Legal Services of East Tennessee, and (e) any documents reflecting the names, addresses and amounts paid for any services provided by the Defendants. Defendants shall be prohibited from, directly or indirectly, destroying or removing such records.

5.11 Nothing in this Order shall be construed to limit Kimberly Cook's ability to be employed in a law firm, corporate legal department or the like to the extent that Cook's position/duties do not circumvent the language contained herein. Prior to commencing employment or ten (10) days from entry of this Order whichever is appropriate, Defendants shall be required to provide notice of this permanent injunction to any law firm or other legal services type employer. However, Defendant shall be prohibited from engaging in any act or practice constituting "law business" or the "practice of law" as defined by Tenn. Code Ann. § 23-3-101(1) and (2).

VI. NOTICES TO CONSUMERS AND COURTS

6.1 Defendants have provided a copy of the attached Notice (Notice A) to all persons that have employed Defendants to provide legal document preparation services. This Notice was provided by First Class U.S. Mail to each persons' last known address. Attached as Exhibit A is a true and exact copy of the list of the name and address of all persons to whom this Notice was sent. Defendants shall abide by all terms set forth in the Notice. The Defendants understand that the State expressly relies upon this representation and if this representation is false, inaccurate or misleading the State has the right to move to vacate or set aside this Order or request that the Defendants be held in contempt, if it so elects. Defendants shall be prohibited from disseminating any contradictory or inconsistent notices to the one required to be distributed to defendants former clients attached as Notice A.

6.2 Defendants represent and warrant to this Honorable Court and the State that the Defendants were able to locate records of all persons that they provided legal document preparation services to and that Notice A has been provided to each and every such person. As a result the Defendants have represented to the State it is not necessary to publish the advertisements that would have been required if all consumers could not be located. The Defendants understand that this Honorable Court and the State expressly rely upon this representation and if it is false, misleading or deceptive in any way, the State may set aside this Order, request that civil penalties and other sanctions such as contempt and the imposition of attorneys' fees be awarded. Further, if any consumer comes forward indicating that they received services from the Defendants and did not receive Notice A, Defendants shall be required to immediately place the advertisements required by the Agreed Temporary Injunction and a consumer's time frame to respond for restitution shall begin the date of publication of such advertisements.

VII. RESTITUTION

7.1 The Defendants shall be required to fully reimburse each and every eligible consumer the full amount of all monies paid to the Defendants for legal document preparation services. Eligible consumers will include each and every consumer that for any reason contacts the Defendants and requests a refund of monies paid to the Defendants for legal document preparation services. Said requests must be made by February 1, 2000 to be eligible for a refund. The consumer is not required to state a reason for requesting a refund. By way of example, if consumer John Smith paid the Defendants \$50 to prepare a will for him and by February 1, 2000, Mr. Smith requests a refund from the Defendants, the Defendants will pay Mr. Smith \$50.

7.2 Consumer refunds shall be made by check drawn on an account with a sufficient cash balance to fund all refunds and shall not consist of credits, discounts or other partial reimbursement of the refund amount. All consumer refunds shall be mailed by first class, certified mail, return receipt requested postage paid United States Mail within six (6) weeks of the receipt of the refund request. Envelopes shall be marked "POSTMASTER: ADDRESS CORRECTION REQUESTED" and refunds shall be re-mailed with an address correction where applicable. Alternatively, the refunds may be hand-delivered to the eligible consumer provided that the Defendant obtains a signed receipt for the refund check.

7.3 In the event Defendants are unable to locate consumers eligible for a refund under this section after the consumer has requested a refund, those funds due such consumers shall be treated as unclaimed property in the possession of the State of Tennessee pursuant to the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101, *et seq.* These funds may be delivered to the State Treasurer prior to the statutory due date. The Defendants shall provide a report to the Attorney General and Reporter within six (6) months of the entry of the Order which details the amounts delivered to the Treasurer for treatment as unclaimed property under the State statute. The Defendants shall continue to provide this information every six (6) months until all funds have been claimed and/or returned to the Defendants. The Defendants shall provide all information necessary to the State Treasurer's office to appropriately handle such funds as unclaimed property as set forth by statute and regulation.

7.4 Defendants are responsible for all costs associated with the refund process set forth in subsection 7, including, but not limited to, all costs associated with mailing, all letterhead, envelopes, copying charges, postage and other costs associated with the issuance of refund checks.

7.5 By March 1, 2000, Defendants shall file with the Attorney General the following information and shall supplement the information as is necessary:

A. A report verifying and certifying that eligible consumers who requested a refund have, in fact, received a full refund. Additionally, the Defendants shall verify and certify compliance with each provision of this Order with respect to refunds.

B. An alphabetical list of the name and address of each consumer who requested a refund, the amount of each consumer's refund and the total amount of all refunds provided.

7.6 In the event that Defendants are unable to fully pay all eligible restitution claims within the time frame required by this Order, Defendants shall have the right to petition the Court for additional time to comply. However, the Defendants must file such a request 30 days prior to the expiration of the time period to pay the consumers under this Order. The State may take whatever position it desires in regard to the request for additional time to pay restitution.

7.7 Within ten (10) days of receipt of a request from the Division of Consumer Affairs for evidence that a specific consumer or consumers have received a refund, Defendants shall provide any documents, books

and/or records necessary to establish to the satisfaction of the Division of Consumer Affairs that the refund process complied with this Order. These documents may include, but shall not be limited to, copies of the front and back of canceled checks and/or mailing records along with certified mail receipts indicating that the identified consumer or consumers received a refund or receipts for hand-delivery. The documents, books or records shall be physically turned over and provided to the Division of Consumer Affairs' offices no later than ten (10) days from receipt of such request. This paragraph shall in no way limit the Attorney General's or the Division of Consumer Affairs' right to obtain documents, records and/or testimony through any other state or federal law, regulation or rule.

7.8 A consumer's written request for a refund shall be considered to be eligible for a refund under this section as long as it was postmarked on or before February 1, 2000 (or within 180 days of the date of first publication of the advertisements, if advertisements become necessary under this Order). Such a request shall be considered eligible if it is received by the Defendants, any attorney appointed at the State's request, or any agency or entity of the State of Tennessee. A consumer's oral request shall be considered to be eligible for a refund under this section so long as an initial telephone request was received on or before February 1, 2000 by the Defendants, any attorney appointed at the State's request, the State Attorney General's Office, the District Attorney General's Office, Tennessee Board of Law Examiners, the Board of Professional Responsibility of the Supreme Court of Tennessee or the Division of Consumer Affairs. Any party receiving an oral request for a refund should request that the consumer provide a written request directly to the Defendants and Defendants shall log in or otherwise record the oral request. If any attorney appointed at the State's request, the State Attorney General's Office, the District Attorney General's Office, Tennessee Board of Law Examiners, the Board of Professional Responsibility of the Supreme Court of Tennessee or the Division of Consumer Affairs receive an oral request for reimbursement, they will notify the Defendants of such request.

VII. PAYMENT OF ATTORNEYS' FEES AND COSTS TO THE STATE

8.1 Pursuant to Tenn. Code Ann. §§ 23-3-103 (c) and 47-18-108(b)(4), Defendants shall pay the sum of Three Thousand and 00/100 Dollars (\$3,000.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes or unauthorized practice of law purposes at the sole discretion of the Attorney General. Said payment shall be made as set forth in paragraph 10.

IX. CIVIL PENALTIES

9.1 Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Defendants shall pay the sum of One Thousand and 00/100 Dollars (\$1,000.00) to the State of Tennessee as a civil penalty for the Defendants' acts and/or practices described in the State's Complaint that violate the Tennessee Consumer Protection Act. Said payment shall be made as set forth in paragraph 10.

9.2 Pursuant to Tenn. Code Ann. § 23-3-103(c)(1) Defendants shall pay the sum of One Thousand and 00/100 Dollars (\$1,000.00) to the State of Tennessee as a civil penalty for the Defendants' acts and/or

practices described in the State's Complaint that violate the Unauthorized Practice and Improper Conduct Statute. Said payment shall be made as set forth in paragraph 11.

9.3 Defendants represent and warrant that they engaged in the acts described in the Complaint from March, 1998 until April 15, 1999. Defendants further acknowledge that the State expressly relies upon this representation and warranty, and that if it is false, misleading or inaccurate, the State has the right to move to vacate or set aside this Order, and request that Defendants be held in contempt, if the State so elects.

X. FORBEARANCE ON EXECUTION AND DEFAULT

10.1 No execution or garnishments to collect the monetary payments set forth in sections 8 and 9 of this Order shall issue so long as the Defendants make timely payments as set forth in this section.

10.2. The payments shall first be applied to the Attorney General's attorneys' fees and costs and once that obligation is complete payments shall be applied to the civil penalties until it is paid in full. In the event Defendants fail to make any such payment within twenty (20) days of its due date, the entire balance of all provisions of this Order then remaining may be collected by execution, garnishment or other legal process, together with attorneys' fees and costs associated with collection and interest pursuant to Tenn. Code Ann. § 47-14-121, from the date of entry of this Order.

10.3 Payments required by this section shall be delivered to the Attorney General or his designated representative as follows: the Defendant shall make an initial down payment of One Hundred Dollars and 00/100 Cents (\$100.00) on January 20, 2000, after that the Defendants shall pay the sum of One Hundred Dollars and 00/100 Cents (\$100.00) per month on the Twentieth day of each month thereafter until the entire balance is paid in full. Each payment shall be by check payable to the State of Tennessee-Attorney General.

10.4 Defendants shall be required to retain proof of all payments to the State in the form of canceled checks or receipts from the financial institution from which they obtained cashier's checks, for each payment for a full twenty-four (24) months following their final payment to the State. Defendants shall provide proof of all payments to the State within ten (10) days of a request for such information.

10.5 Defendant, Kimberly Cook shall be required to submit her Federal Income Tax returns to the State and apply any Federal Income Tax refund received to her indebtedness in addition to her payment, beginning in the year of this Order and each and every year thereafter until the entire amount is paid in its entirety.

10.6 Kimberly Cook is required to notify the State of Tennessee within ten (10) days of learning that her income has increased. Kimberly Cook agrees to increase the amount of the payments if her financial status or income improves. The State retains the right to petition this Court for an increase in Defendants' quarterly payments if Kimberly Cook's annual gross income increases.

XI. REPRESENTATIONS

11.1 The acceptance of this Order by the State shall not be deemed approval by the State of any of Defendants' advertising or business practices.

11.2 Defendants shall not represent or imply that any procedure or other acts or practices hereafter used or engaged in by Defendants have been approved, in whole or in part, by the State.

11.3. Defendants, Kimberly H. Cook and Legal Services of East Tennessee, Inc. warrant and represent that they are the proper parties to this Order. Defendants further acknowledge that they understand that the State expressly relies upon this representation and warranty, and that if it is false, misleading or inaccurate, the State may move to vacate or set aside this Order, or may request that Defendants be held in contempt, if it so elects.

11.4 Defendants, Kimberly H. Cook and Legal Services of East Tennessee, Inc. represent that these are their true legal names. The Defendants understand that the State expressly relies upon this representation and if said representations are false, inaccurate or misleading the State has the right to move to vacate or set aside this Order or request that the Defendants be held in contempt, if it so elects.

11.5 Defendants have represented that there was a net loss for the entire time that the Defendants were involved in legal document preparation service business. The Defendants have represented that Legal Services of East Tennessee lost money each month that the business was in operation. The Defendants understand that the State expressly relies upon this representation and if said representations are false, inaccurate or misleading the State has the right to move to vacate or set aside this Order or request that the Defendants be held in contempt, if it so elects.

XII. PENALTY FOR FAILURE TO COMPLY

12.1 Defendants understand and acknowledge that pursuant to the provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-108(c), any knowing violation of the terms of this Order shall be punishable by civil penalties of not more than Two Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate sanctions including contempt sanctions and the imposition of attorneys' fees.

12.2 Defendants understand that upon execution and filing of this Order, any subsequent failure to comply with the terms hereof is prima facie evidence of a violation of the Tennessee Consumer Protection Act.

12.3 Additionally, Defendants understand and acknowledge that pursuant to the provisions of the Tennessee Unauthorized Practice and Improper Conduct statute, Tenn. Code Ann. § 23-3-103(c)(4), any knowing violation of the terms of this Order is punishable by civil penalties of not more than Two

Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate sanctions including contempt sanctions and the imposition of attorneys' fees.

XIII. ADDITIONAL REPRESENTATIONS AND WARRANTIES

13.1 Defendants represent and warrant that the execution and delivery of this Order is their free and voluntary act, that this Order is the result of good faith negotiations, and that the parties believe that the Order and terms hereof are fair and reasonable. The parties warrant that they will implement the terms of this Order in good faith. Defendants further represent that the signatories for Defendants have the authority to act for and bind them. Further, no offer, agreements, or inducements of any nature whatsoever have been made to it by the State of Tennessee, its attorney or any employee of the Attorney General's Office or the Tennessee Division of Consumer Affairs to procure this Agreed Final Judgment.

13.2 Defendants shall not participate, directly or indirectly, in any activity to form any other entity for the purpose of engaging in acts prohibited by this Order, or for any other purpose which would otherwise circumvent any part of this Order.

13.3 Neither Defendants nor anyone acting on their behalf shall state or imply or cause to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance, or any other governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, or conduct of the Defendants.

13.4 This Order constitutes the complete agreement of the parties with regard to this Chancery Court action. This Order may only be enforced by the parties hereto.

13.5 The titles and header to each section of this Order are for convenience purposes only and are not intended by the parties to lend meaning to any of the actual provisions of the Order.

13.6 This document shall not be construed against the "drafter" because both parties participated in the drafting of this document.

13.7 This Agreed Final Judgment constitutes the complete agreement of the parties with regard to the resolution of the matters set forth in the State's Complaint. This Agreed Final Judgment is limited to resolving only matters set forth in the State's Complaint.

13.8 Nothing in this Order shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Order shall not bar the State or other governmental entity from enforcing laws, regulations or rules against Defendant. Without limiting the scope of this provision, the Defendant has been specifically informed and agrees that this settlement in no way settles, resolves or addresses any claims of violations of Tenn. Code Ann. § 23-3-101, *et seq.* and Tenn. Code Ann. § 47-18-101, *et seq.* which a criminal prosecuting law enforcement agency such as but not limited to, a District Attorney General may bring against them.

13.9 This Agreed Final Judgment shall be binding and effective against Defendant upon Defendants' signing the Agreed Final Judgment.

13.10 In the event the court does not approve this Agreed Final Judgment, this Judgment shall be of no force and effect against the State of Tennessee.

13.11 Defendants have been advised of their right to legal counsel in connection with this matter. If Defendants decline to obtain the assistance of legal counsel, Defendants have expressly waived their right to counsel by executing this Agreed Final Judgment. The Defendants do not intend to waive any right to obtain counsel in the future.

13.12 Nothing in this Agreed Final Judgment constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

XIV. COMPLIANCE WITH OTHER LAWS

14.1 Nothing in this Order shall be construed as relieving Defendants from the obligation to comply with any state or federal law, regulation or rule, nor shall any of the provisions of this Order be deemed to be permission to engage in any acts or practices prohibited by such law, regulation, or rule.

XV. APPLICATION OF ORDER TO DEFENDANTS AND THEIR SUCCESSORS

15.1 Defendants agree that the duties, responsibilities, burdens and obligations undertaken in connection with this Order shall apply to Defendant, Kimberly Cook, individually and Legal Services of East Tennessee, Inc. as well as to each of their partners, subsidiaries, affiliates, managers, related entities, agents, assigns, representatives, employees, successors, sales staff and any and all other persons or entities acting directly or indirectly on their behalf.

XVI. MONITORING FOR COMPLIANCE

16.1 Upon request, Defendants shall provide books, records or documents to the State at any time, and further, to informally, or formally under oath, provide testimony or other information to the State relating to compliance with this Order. Defendants shall make any requested information available within one (1) week of the request, at the Office of the Attorney General in Nashville, Tennessee or at such other location within the State of Tennessee as is agreeable to Defendants and the Attorney General. This shall in no way limit the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or rule.

XVII. PRIVATE RIGHT OF ACTION

17.1 Nothing in this Order shall be construed to affect any private right of action that a consumer or other person may hold against Defendants.

XVIII. FILING OF AGREED FINAL JUDGEMENT

18.1 Upon the execution of this Agreed Final Judgment, the Attorney General shall prepare and file in the Chancery Court for Loudon County this Agreed Final Judgment for the Court's approval. Defendants hereby waive any and all rights which they may have to be heard in connection with judicial proceedings upon the Order. Defendants agree to pay all costs of filing such Order. The Defendants agree that they consent to the entry of this Order without further notice.

XIX. NOTIFICATION TO STATE

19.1 Any notices to the State or Respondent required to be sent by this Order shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the State:

Jeffrey L. Hill
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
425 Fifth Avenue North, 2nd Floor
Nashville, TN 37243

For the Respondent:

Kimberly H. Cook
P.O. Box 28324
Knoxville, TN 37922

19.2 For five (5) years following execution of this Order, Defendants shall notify the Tennessee Attorney General in writing at least thirty (30) days prior to the effective date of any proposed changes in their corporate structure, such as incorporation, dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution or subsidiaries, or any other changes in Defendants' status that may effect compliance with obligations arising out of this Judgment.

XX. PAYMENT OF COURT COSTS

20.1 All court costs associated with this action and any other incidental costs or expenses incurred thereby shall be borne by Defendants. No costs shall be taxed to the State as provided by Tenn. Code Ann. § 47-18-116.

IT IS SO ORDERED, ADJUDGED AND DECREED.